

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**Case
02-CA-308119Date Filed
12-1-22**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Twitter, Inc.		b. Tel. No. 415-222-9670
		c. Cell No.
		f. Fax. No.
d. Address (Street, city, state, and ZIP code) 1355 Market Street #900, San Francisco, CA 94103	e. Employer Representative	g. e-mail
		h. Number of workers employed 7,500
i. Type of Establishment (factory, mine, wholesaler, etc.) Technology Company	j. Identify principal product or service Social Media Platform	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) **8(a)(3)** of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)
See Ex. A (attached hereto)

party filing charge (if labor organization, give full name, including local name and number)
(b) (6), (b) (7)(C) c/o Lichten & Liss-Riordan, P.C.

4a. Address (Street and number, city, state, and ZIP code) (b) (6), (b) (7)(C) c/o Shannon Liss-Riordan, Esq. Lichten & Liss-Riordan, P.C. 729 Boylston Street, Suite 2000 Boston, MA 02116	4b. Tel. No. 617-994-5800
	4c. Cell No.
	4d. Fax No. 617-994-5801
	4e. e-mail sliss@llrlaw.com; tfowler@llrlaw.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)
N/A

6. DECLARATION

I declare that I have read the above charge and that the statements
are true to the best of my knowledge and belief.

/s/ Shannon Liss-Riordan

Shannon Liss-Riordan

(signature of representative or person making charge)

(Print/type name and title or office, if any)

Address 729 Boylston Street, Suite 2000, Boston, MA 02116Date 12/1/2022Tel. No.
617-994-5800Office, if any, Cell No.
857-449-0288Fax No.
617-994-5801e-mail
sliss@llrlaw.com; tfowler@llrlaw.com**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

Exhibit A

Twitter has violated Sections 8(a)(1) and 8(a)(3) of the National Labor Relations Act (“NLRA”), by laying off employees, including Charging Party (b) (6), (b) (7)(C), in retaliation for concerted protected activity. On October 27, 2022, Elon Musk completed his acquisition of Twitter. Almost immediately, Musk terminated Twitter’s executives and then proceeded to lay off more than half of the company’s workforce. Musk stated that remaining employees would need to return to working in the office immediately (with limited exceptions for only “exceptional” employees). Prior to Musk’s purchase of the company, Twitter employees had been permitted to work remotely during the COVID-19 pandemic. In the summer and fall of 2022, as rumors circulated regarding what would happen to the company if Musk completed his purchase of it, Twitter had promised employees that, should Musk purchase the company, they would be able to continue working remotely for at least a year after the purchase. Following Musk’s announcement that he was requiring employees back to the office (thus reneging on the promise that had been made to employees, which had kept many of them from leaving the company during those uncertain months prior to Musk’s purchase), employees expressed their concern and outrage over the requirement that they return to the office immediately.

Charging party (b) (6), (b) (7)(C) was not initially laid off when layoffs began in early November. Along with other Twitter employees, (b) (6), (b) (7)(C) opposed Musk’s treatment of employees and newly announced policies, including the return to office policy. (b) (6), (b) (7)(C) worked with fellow employees to organize a strike (work stoppage) that employees planned to hold on (b) (6), (b) (7)(C) 2022. (That strike later did not occur due to Elon Musk’s announcement around midnight on November 15, 2022, that employees would need to commit by 5:00 p.m. on November 17, 2022, to being “extremely hardcore” and “working long hours at high intensity” if they wanted to continue their employment; this ultimatum led to as many as half or more of the remaining workforce losing their jobs by not making this commitment by the deadline.) Charging party (b) (6), (b) (7)(C) reached out to many fellow employees and encouraged them to participate in the strike, and (b) (6), (b) (7)(C) helped compile a “strike list”. Shortly after engaging in these activities, on (b) (6), (b) (7)(C) 2022, with no warning and no specific explanation, charging party (b) (6), (b) (7)(C) was terminated from (b) (6), (b) (7)(C) employment. Charging party (b) (6), (b) (7)(C) alleges that Twitter included (b) (6), (b) (7)(C) in its layoffs in retaliation for (b) (6), (b) (7)(C) protected concerted activity.